

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Darlin Paola Amador)	
)	
Plaintiff,)	Case No. _____
v.)	
)	PLAINTIFFS DEMAND TRIAL
Cafeteria Caribe 2 Corp. and Jose C. Matute)	BY JURY
)	
Defendant.)	

COMPLAINT

Plaintiff, Darlin Paola Amador ("Plaintiff"), by attorneys, Justicia Laboral LLC and Dan Schlade, complain against Cafeteria Caribe 2 Corp. ("Defendant" or "Cafeteria Caribe") and Jose C. Matute ("Defendant" or "Matute"). Cafeteria Caribe and Matute can be collectively referred to as ("Defendants"). In support of this Complaint, Plaintiff states:

Introduction

1. This action seeks redress for Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"), as well as any related state law claims, for Defendants' failure to pay minimum wages owed.

Parties

2. Plaintiff Darlin Paola Amador is a resident of Miami, Florida, and was employed by Defendants.

3. Defendant Cafeteria Caribe 2 Corp. is a corporation that conducts business in the state of Florida.

4. Defendant Jose C. Matute is the owner and President of Cafeteria Caribe 2 Corp., and he is in charge of its employees.

5. Defendant Cafeteria Caribe 2 Corp. operates as an enterprise engaged in commerce or in the production of goods for commerce under 29 USC § 203(s)(1)(A)(i) and (ii) the business has annual gross volume of sales made or business done of at least \$500,000; and because the business is engaged in interstate commerce or in the production of goods for interstate commerce.

Jurisdiction And Venue

6. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. §1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

7. Venue is proper in the Southern District of Florida because all underlying facts and transactions occurred in or about Miami, Florida.

Facts Common To All Claims

8. Defendant Cafeteria Caribe 2 Corp. is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity.

9. Jose C. Matute is an “employer” as that term is defined in Section 203 of the FLSA, because: (1) he was Plaintiff’s head “boss” at Cafeteria Caribe.; (2) he had the power to hire and fire the employees, including Plaintiff; (3) he supervised and controlled Plaintiff’s work schedules and conditions of employment; (4) he determined the rate and method of payment for employees; and (5) he maintained employment records.

COUNT 1 - VIOLATION OF THE FLSA

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at Defendant Cafeteria Caribe in or before May 2021 until May 12, 2022.

12. At all times, Plaintiff held the same position at Defendant Cafeteria Caribe; she was a waitress. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because she was employed by Defendants as a waitress, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 31 hours per week.

14. Plaintiff was paid their wages on a daily basis.

15. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of his performance.

16. Plaintiff’s rate of pay was \$20.00 per day, which comes out to \$2.58 per hour.

17. Defendants did not pay Plaintiff the required minimum wages for the hours worked by Plaintiff per week.

18. On information and belief, Defendants have failed to keep proper time records tracking Plaintiff’s time worked; and Defendants’ failure and refusal to pay Plaintiff the required minimum wages for the hours by Plaintiff per week was a willful violation of the FLSA.

19. Plaintiff is entitled to recover unpaid minimum wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$6,564.56 in unpaid minimum wages; (ii) liquidated damages of \$6,564.56 and (iii) Plaintiff’s attorney’s fees and costs, to be determined. A calculation of Plaintiff’s damages are attached as Exhibit A.

WHEREFORE, Plaintiff Darlin Paola Amador respectfully requests that the Court enter judgment in her favor and against Defendants Cafeteria Caribe 2 Corp. and Jose C. Matute, jointly and severally, for:

- A. The amount of unpaid minimum wages for all time worked by Plaintiff in individual work weeks, totaling at least \$6,564.56.
- B. An award liquidated damages in an amount equal to at least \$6,564.56.
- C. A declaration that Defendant violated the FLSA.
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

s/ Daniel Schlade

Justicia Laboral LLC

Daniel I. Schlade (Bar No.#1034991)

Attorney For Plaintiff

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PLAINTIFF DEMANDS TRIAL BY JURY

EXHIBIT A

Week	Av. Hours/Wk.	Hours Over 40	Hrly. Wage	MW/Hr.	Unpaid MW	FLSA Liquidated
5/2/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
5/9/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
5/16/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
5/23/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
5/30/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
6/6/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
6/13/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
6/20/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
6/27/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
7/4/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
7/11/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
7/18/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
7/25/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
8/1/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
8/8/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
8/15/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
8/22/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
8/29/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
9/5/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
9/12/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
9/19/2021	31	0	\$2.58	\$5.54	\$91.76	\$91.76
9/26/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
10/3/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
10/10/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
10/17/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
10/24/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
10/31/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
11/7/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
11/14/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
11/21/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
11/28/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
12/5/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
12/12/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
12/19/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
12/26/2021	31	0	\$2.58	\$6.98	\$136.40	\$136.40
1/2/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
1/9/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
1/16/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
1/23/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
1/30/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
2/6/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
2/13/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
2/20/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
2/27/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
3/6/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
3/13/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
3/20/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
3/27/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
4/3/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
4/10/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
4/17/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
4/24/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
5/1/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
5/8/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
5/15/2022	31	0	\$2.58	\$6.98	\$136.40	\$136.40
TOTALS:					\$6,564.56	\$6,564.56